

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Mutual Aid Agreement for Fire Protection and Rescue Services between Seminole County and Lake County

**DEPARTMENT:** Public Safety

**DIVISION:** EMS Fire Rescue

**AUTHORIZED BY:** Tad Stone

**CONTACT:** Treeva Picklesimer

**EXT:** 5002

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Mutual Aid Agreement for Fire Protection and Rescue Services between Seminole County and Lake County.

County-wide

Tad Stone

**BACKGROUND:**

Seminole and Lake Counties are updating a Mutual Aid Agreement between the two counties that has been in place since August 8, 1989. This agreement is for the provision of fire and EMS support when requested through the proper channels. This typically occurs when a public safety agency does not have sufficient resources to manage an unusual or catastrophic event. This agreement outlines and describes the terms for requesting and providing mutual aid assistance. Primary changes include: 1) definitions paragraph added 2) use of terminology Responding Party and Requesting Party added 3) Responding party may request reimbursement from FEMA and 4) the term of the agreement extends the cancellation notice from 30 to 90 days with written notice.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize Chairman to execute Mutual Aid Agreement for Fire Protection and Rescue Services between Seminole County and Lake County.

**ATTACHMENTS:**

1. Agreement
2. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

Mug Co  
dk Co  
9/27/89

MUTUAL AID AGREEMENT

This Agreement, made and entered into this 9th day of September, 1989; by and between the Board of County Commissioners of Seminole County, Florida, hereinafter referred to as "Seminole County" and the Board of County Commissioners of Lake County, Florida, hereinafter referred to as "Lake County."

WHEREAS, the parties have established and maintain fire departments with fire fighting equipment and full time or volunteer personnel as firefighters; and

WHEREAS, the boundaries of Seminole County and of the Lake County Fire Department are adjacent; and

WHEREAS, it is desirable that an agreement be entered into between the parties for their mutual benefit in times of emergency;

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other under the following stipulations, provisions, and conditions:

1. That assistance shall be rendered by either party upon the request of the Fire Chief of the party requesting assistance, or his/her duly authorized representative; such request to be initiated through the Fire Department dispatch office and to be for any emergency for which mutual aid is necessary, to include, but not limited to, structural fires, extrications, standby, and emergency management, in accordance with Florida Statutes 252.40.

2. Equipment shall be dispatched only as requested by the calling party, and the number of such pieces and the amount of personnel dispatched shall be at the discretion of the responding party.

3. The Fire Department of either party may decline to provide assistance, if by doing so their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such condition exists.

4. Seminole County and Lake County do not assume any liability for the acts, omissions, or negligence of the other. Each shall indemnify and hold harmless the other from all claims, damages, loss, and expenses arising out of, or resulting from, the performance of their respective operations under this Agreement.

5. Neither Seminole County or Lake County will receive payment or be reimbursed for any expense or the like incurred in connection with services provided in the performance of this agreement from the other.

6. The party responding to a call from the other party, while within the area of the other party, shall be subject to the orders and directions of the Officer in Charge of the operations in the area where the emergency exists.

(a) The Chief or Officer in Charge of the requesting department will communicate orders and directions to the responding mutual aid department's Chief or Officer in Charge.

(b) The firefighters from the department giving mutual aid will remain under the command of their own department officers.

7. In view of the fact that confusion exists in the mind of the general public as to which fire department to call due to the close proximity of the respective coverage areas, Seminole County and Lake County agree to the following:

(a) If a call is received by Lake County Fire Protection to respond into areas of the other fire department that are covered by this agreement, response will be made and Seminole County Fire Department will be notified immediately of such response, so they may take appropriate action.

(b) If a request for service is received and, after dispatch it is learned that it is nearby, but out of the department's area of coverage, the alarm receiving department will begin combat operations and will notify the appropriate department as soon as possible.

(c) As soon as sufficient manpower and equipment from the department who has jurisdiction arrives on the scene and is ready to relieve the first in company, the initial responding fire department may cease operations and return to their County, District, or City.

8. This agreement may be cancelled by either party after giving a minimum of thirty (30) days written Notice of Intent to Cancel said agreement. This Agreement shall continue in perpetuity until cancelled by one or both parties.

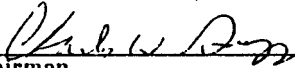
9. Both parties agree to furnish sufficient maps and information, as needed, to assist each other in locating the scene of the fire or other emergency.

10. Whenever a fire department uses any stationary fire protection devices (hydrants, standpipes, etc.) belonging to a County or City which they normally would not protect, they shall so notify that County or City Department as soon as possible.

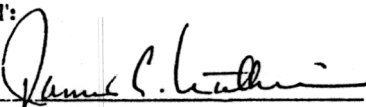
Each of the parties hereto do hereby agree to take such actions and forbear such actions as agreed necessary to carry out the meaning and intent of this Agreement and all its terms and conditions.

In witness whereof, the parties hereto have hereunder set their hands and seals this 8th day of August, 1989, A.D.

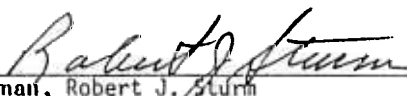
Lake County Board of County Commissioners

  
Chairman

ATTEST:

  
Clerk

Seminole County Board of County Commissioners

  
Vice Chairman, Robert J. Sturm

ATTEST:

  
Clerk

**MUTUAL AID AGREEMENT**  
**for**  
**FIRE PROTECTION AND RESCUE SERVICES**  
**between**  
**SEMINOLE COUNTY, FLORIDA AND LAKE COUNTY, FLORIDA**

**THIS AGREEMENT**, is by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as “Seminole County”) and **LAKE COUNTY**, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as “Lake County”).

**WITNESSETH**

**WHEREAS**, Lake County and Seminole County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

**WHEREAS**, the boundaries of Seminole County and Lake County are adjacent, and

**WHEREAS**, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

**NOW, THEREFORE**, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

**1. DEFINITIONS:**

For the purpose of this Agreement, the following definitions shall apply.

A. Mutual Aid: Mutual Aid is defined as a catastrophic event, manmade or natural, that, because of the magnitude of the event, poses a hardship on the

ability of the jurisdiction having authority to respond with adequate services, (eg: hurricane, tornadoes, large structural fires, mass casualty incidents.)

Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.

C. Responding Party: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

## **2. MUTUAL AID ASSISTANCE**

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Fire Department dispatch office.

If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Fire Department of either signatory may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

### **3. LIABILITY/INDEMNIFICATION**

Seminole County and Lake County do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from the negligent performance of their respective operations under this Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

### **4. REIMBURSEMENT**

Neither Seminole County nor Lake County will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

### **5. TERM**

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

## **6. MISCELLANEOUS**

(a) **Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.

(b) **Application of Agreement** - This Agreement shall apply only to emergencies existing within the areas of protection of Seminole County and Lake County.

## **7. EFFECTIVE DATE**

This Agreement will take effect as of the date of the last signature herein below.

Interlocal Agreement between Seminole County, Florida and Lake County, Florida for Fire Protection and Rescue Services for Mutual Aid Services

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance of  
Seminole County only.  
Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:\_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, \_\_\_\_\_  
regular meeting.

ATTEST:

\_\_\_\_\_  
NEIL KELLY  
Clerk to the Board of  
County Commissioners of  
Lake County, Florida.

For the use and reliance of  
Lake County only.  
Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA

By:\_\_\_\_\_  
WELTON G. CADWELL, Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, \_\_\_\_\_  
regular meeting.